

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				INITIALS / CONTROL NO.		1. REQUISITION NUMBER	
OFFEROR MUST COMPLETE BLOCKS 12, 17, 23, 24, & 30				RLH 032346		N66604-3030-1FE5	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER	
						N66604-03-R-2346	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE / LOCAL TIME	
☎		R. L. Hall		401-832-1522		2003 MAY 22	
9. ISSUED BY		CODE		10. THIS ACQUISITION IS		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	
Commercial Acquisition Department, Building 11		N66604		<input checked="" type="checkbox"/> UNRESTRICTED		12. DISCOUNT TERMS	
Naval Undersea Warfare Center Division, Newport				<input type="checkbox"/> SET ASIDE: _____ FOR		PURCHASE CARD	
Code 591, Simonpietri Drive				<input type="checkbox"/> SMALL BUSINESS		<input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
Newport, RI 02841-1708				<input type="checkbox"/> HUBZONE SMALL BUSINESS		13b. RATING	
				8(a)		DO-C9	
15. DELIVER TO:		CODE		NAICS:		14. METHOD OF SOLICITATION	
Receiving Officer		N66604		334511		<input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
Naval Station Newport				SIZE STANDARD		16. ADMINISTERED BY	
47 Chandler Street				750 empl		CODE	
Newport, RI 02841-1716						N66604	
Receiving Officer						SEE BLOCK 9	
MARK FOR: NUWC Division, Newport --						NO PARTIAL SHIPMENTS OR PAYMENTS ARE AUTHORIZED.	
PR# N66604-M/F: NUWC Division, Newport						DIRECT ALL PAYMENT INQUIRIES TO THE INDIVIDUAL IDENTIFIED ON PAGE 2.	
17a. CONTRACTOR / OFFEROR		CAGE CODE		18a. PAYMENT WILL BE MADE BY		CODE	
				Payment will be made by government purchase card, currently the Citibank Mastercard. At the time of shipment, or completion of services, contact the individual identified on page 2 to obtain the account number to be charged. Invoices and bankcard authorizations should be mailed to that individual at NUWC Receipt Control; Code 0221 Building 1176; Newport, RI 02841.			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK IS CHECKED		<input type="checkbox"/> SEE NOTE ABOVE	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE PAGE 2					
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
DIST: File(1), Kr (1), 0221 (1), 0221 Rec Control, 2131 Wyatt (1)							
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL ITEMS			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	
				30c. DATE SIGNED		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:				32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	
				32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVT. REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVT. REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVT. REPRESENTATIVE			
				32g. E-MAIL OF AUTHORIZED GOVT. REPRESENTATIVE			
33. SHIP. NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

SCHEDULE CONTINUATION

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Hydrophone Model, Vector-Sensor per attachment #1	1	EA		

THE FOLLOWING CLAUSES ARE APPLICABLE WHEN CHECKED:

DIRECT ALL PAYMENT INQUIRIES TO:

1. If your company's name begins with "A" through "I", contact Nancy Freeman at 401-832-5953.
2. If your company's name begins with "J" through "Z", contact Martha Heitzenrater at 401-832-5957.
3. The FAX number for Receipt Control is 401-832-3075

DELIVERY SCHEDULE

(a) The Government requires delivery to be made according to the following schedule:

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001	1	Six Months

(b) The Government will consider offers that propose earlier delivery than the required delivery schedule. Offers that propose delivery that will not clearly fall within the delivery schedule specified above, will either be considered unacceptable, or a later delivery schedule will be negotiated with all offerors. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

☒ 52.204-2, SECURITY REQUIREMENTS, (AUG 1996)

☐ 252.204-7000, DISCLOSURE OF INFORMATION (DEC 1991)

☒ 252.204-7003, CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

☐ 252.204-7004, REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)

☒ 252.204-7005, ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (AUG 1999)

☐ 52.211-5, MATERIAL REQUIREMENTS, (AUG 2000)

☒ 52.211-15, DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

☒ 52.211-16, VARIATION IN QUANTITY, (APR 1984)

para.(b) fill-ins:

variation shall be limited to: zero percent increase, and zero percent decrease

variation shall apply to: all items

☒ 52.213-4, TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (SEP 2002)

Para. (c) fill-in: http://www.arnet.gov/far/

- ☐ 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)
- ☒ 252.225-7001, BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM, (MAR 1998)
- ☒ 252.225-7002, QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)
- ☒ 252.225-7009, DUTY-FREE ENTRY -- QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS), (AUG 2000)
- ☐ 252.227-7013, RIGHTS IN TECHNICAL DATA -- NON-COMMERCIAL ITEMS, (NOV 1995)
- ☐ 252.227-7014, RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)
- ☐ 252.227-7019, VALIDATION OF ASSERTED RESTRICTIONS -- COMPUTER SOFTWARE (JUN 1995)
- ☐ 252.227-7030, TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000)
- ☐ 252.227-7036, DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)
- ☐ 252.227-7037, VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
- ☐ 52.232-18, AVAILABILITY OF FUNDS, (APR 1984)
- ☒ 52.232-23, ASSIGNMENT OF CLAIMS (JAN 1986) - ALT I (APR 1984)
- ☐ 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION) (MAY 1999)
- ☒ 52.232-36, PAYMENT BY THIRD PARTY (MAY 1999)
- ☒ 52.243-1, CHANGES - FIXED PRICE (AUG 1987)
- ☒ 252.243-7001, PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
- ☐ 52.245-1, PROPERTY RECORDS, (APR 1984)
- ☐ 52.245-2, GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)
- ☐ 52.245-4, GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)
- ☐ 252.245-7001, REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
- ☐ 52.246-1, CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)
- ☐ 52.246-16, RESPONSIBILITY FOR SUPPLIES (APR 1984)
- ☒ 252.246-7000, MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)
- ☐ NOTICE TO SUPPLIERS (FAR 52.213-3) (APR 1984)

This is a firm offer ONLY if your price does not exceed the maximum line item or total price in the schedule. Submit invoices to the contracting officer. If you cannot perform in exact accordance with this order, withhold performance and notify the contracting officer immediately, giving your quotation.

☐ **PREPAID SHIPMENT - REIMBURSABLE TRANSPORTATION**

The contractor shall prepay transportation charges subject to reimbursement by the government. Material will be delivered f.o.b. supplier's plant ☐ , ☐ with shipment to be made to destination(s) specified herein. The transportation cost is to be shown on the same invoice as supplies are billed but as a separate item. The contractor agrees to retain related transportation billings paid separately for a period of three years and to furnish such bills to the government when requested for audit purposes. For obligation purposes only, the transportation cost is estimated to be \$.

☐ **INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at by . The contractor shall notify the cognizant inspector when material is available for inspection. The place (or places) designated for quality assurance actions may not be changed without the written authorization of the contracting officer.

___ PAYMENT FOR PUBLICATIONS WITHOUT INVOICE

It is hereby certified that the contractor refuses to submit a bill or invoice for the item(s) purchased hereunder, and accordingly, payment in advance is required. Payment by check will be made directly to the contractor by the paying office designated herein.

**___ 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
(JAN 1997)**

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL(If none, insert "None")

IDENTIFICATION NO.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

___ 252.223-7001, HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq.). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL(If none, insert "None")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

ATTACHMENTS

1. Specification DT-511() Vector Sensor Model
2. DD for 254 Contract Security Classification Specification

SOLICITATION PROVISIONS

The following provisions marked with an X apply to this solicitation:

X **52.211-14, NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)**

___ DX or **X** DO Rated Order

___ **52.217-3, EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)**

___ **52.217-4, EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)**

___ **52.217-5, EVALUATION OF OPTIONS (JUL 1990)**

___ **52.247-45, F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)**

___ **AWARD BY LOT**

(a) Award will be made to a single offeror on each entire lot.

(b) For the purpose of evaluating offers, each lot indicated below will be considered as a single item and will be awarded only as a unit:

Lot Number	Item Number
_____	_____

(c) The offeror must propose on all items in a lot to be eligible for award of that lot. Award will be made to the responsible offeror proposing the lowest aggregate price for each lot as designated above; however, the Government reserves the right to award by item within any lot when the contracting officer determines that it is advantageous to the Government.

___ **AWARD CRITERIA**

Award will be made to that responsible offeror proposing the lowest price for the supplies or services meeting the requirements of the solicitation.

X **PROPOSAL PREPARATION**

Offerors should provide a *brief* technical proposal, including appropriate text and drawings and demonstrating that their design is likely to meet the required acoustic and shock resistance requirements and disclosing the overall dimensions. Identify recent previous contracts for similar technology and any applicable independent research.

X **EVALUATION - BEST VALUE**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(1) Technical capability (**risk reduction in acoustic properties, shock resistance, and size.**)

(2) Price (**not to exceed \$49,000**)

(3) Past Performance

(b) Technical Capability and Past Performance are essentially equal in importance. When combined, Technical Capability and Past Performance are significantly more important than Price. However, Price is important and will be seriously considered. The importance of price will increase with the degree of equality of the offers in relation to the other factors, or when it is so significantly high as to diminish the value of the other factors to the Government.

(c) Past performance will be evaluated as an indicator of the offeror's expected future performance. The contracting officer will consider all available information concerning the offeror's past performance whether contained in the proposal or not. This may include information furnished by points of contact not named in the proposal or information from other sources such as commercial rating services. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(d) *Options.* This paragraph applies only if options are included in this solicitation. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government

may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(e) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

OFFEROR REPRESENTATIONS AND CERTIFICATIONS.

Complete the information required below and provide a copy with your offer.

CONTRACTOR IDENTIFICATION:

DUNS number is: _____

CAGE code is: _____

Taxpayer Identification Number (TIN) is: _____

X 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) – ALT I (OCT 2000)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is set forth on the front page of the solicitation.

(2) The small business size standard is set forth on the front page of the solicitation.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)

The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)

The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)

The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

“Service-disabled veteran-owned small business concern” -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

X **52.22-22, PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that -

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not, filed all required compliance reports, and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

X **52.22-25, AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that -

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

X **252.225-7000, BUY AMERICAN ACT -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)**

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item No.

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item No.

Country of Origin (If Known)

Specification

DT-511() Vector Sensor Model

Background

NUWC code 2131 performed bearing error measurements on two DT-276 Vector Sensor experimental units from two different sources, over the lower frequency band of the DT-511C hydrophone. Both sensors showed promise as replacements for the DT-511C hydrophone, especially for a low profile installation aboard Virginia class submarines. Presently this technology shows moderate to high technical risk in meeting the required acoustic performance, shock resistance, and size goals. NUWC seeks to build a model DT-511C Vector Sensor, and thus reduce these risks and justify further development.

Specification

Physical Characteristics

The DT-511C Vector Sensor will have three accelerometers in the X, Y, Z plane that have dipole patterns over the frequency band of the DT-511C and will have an omni directional pressure sensor. The unit will have scribe marks at 0 degrees and 180 degrees on the housing to allow the unit to be mechanically aligned to the test fixture. The mounting configuration shall have the same bolt hole configuration as the DT-511C to enable the use of the DT-511C acoustic test fixture. The unit will have a vibration isolation mount sufficient to reduce shaft vibration from interfering with bearing error measurements.

Acoustic

The DT-511() Vector Sensor model shall meet the DT-511C bearing error requirement listed in table 1 at 3 deg C and 40 deg C. The Performance Index (PI) shall be less than 5.1 degrees and is defined $PI = |Total\ mean| + 1.7 (Total\ Standard\ Deviation)$. The omni directional pressure sensor shall have the Free Field Voltage Sensitivity (FFVS) be greater than -190.0 dB/V/uPa at F8. The X, Y, Z accelerometers shall have the FFVS be greater then - 200.0 dB/V/uPa at F8 when measured on the Main Response Axis (MRA).

Table 1

Coded Frequency	Mean (degrees)	Standard Deviation (degrees)
F1	2.5	4.0
F2	2.5	4.0
F3	2.5	4.0
F4	2.5	4.0
F5	2.5	4.0
F6	2.5	4.0
F7	2.5	4.0
F8	2.5	4.0
F9	2.5	4.0
F10	2.5	4.0
F11	2.5	4.0
Total for all eleven freq.	2.0	3.0

Environmental

The model DT-511() vector sensor will be required to pass MIL-901D shock test at the 40 ft distance. The unit will not be required to pass vibration or pressure cycle tests.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort. If additional guidance is needed contact the Contracting Officers Representative (COR) listed below.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED CONFIDENTIAL b. LEVEL OF SAFEGUARDING REQUIRED CONFIDENTIAL											
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>				3. THIS SPECIFICATION IS: <i>(x and complete as applicable)</i>											
a. PRIME CONTRACT NUMBER 		X		a. ORIGINAL <i>(Complete date in all cases)</i> Date (YYMMDD) 030417											
b. SUBCONTRACT NUMBER 				b. REVISED <i>(Supersedes all previous specs)</i> 	Revision No. Date (YYMMDD)										
c. SOLICITATION OR OTHER NUMBER X N66604-3030-1FE5		Due Date (YYMMDD)		c. FINAL <i>(Complete item 5 in all cases)</i> Date (YYMMDD)											
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.															
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.															
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i> a. NAME, ADDRESS, AND ZIP CODE THIS DD 254 IS FOR BIDDING PURPOSES ONLY. AN ORIGINAL DD 254 WILL BE ISSUED UPON CONTRACT AWARD.						b. CAGE 		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> 							
7. SUBCONTRACTOR a. NAME, ADDRESS, AND ZIP CODE 						b. CAGE 		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> 							
8. ACTUAL PERFORMANCE a. LOCATION 						b. CAGE 		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> 							
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT PROVIDE A MODEL TRANSDUCER USING VECTOR-SENSOR TECHNOLOGY CONFORMING TO DT 511 (C) PHYSICAL AND ELECTRICAL INTERFACE SPECIFICATIONS AND DESIGNED TO MEET DT 511 (C) ACOUSTIC, ENVIRONMENTAL, AND OTHER PERFORMANCE SPECIFICATIONS.															
10. THIS CONTRACT WILL REQUIRE ACCESS TO:				YES		NO		11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES		NO			
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION						X		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY						X	
b. RESTRICTED DATA						X		b. RECEIVED CLASSIFIED DOCUMENTS ONLY						X	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION						X		c. RECEIVE AND GENERATE CLASSIFIED MATERIAL				X			
d. FORMERLY RESTRICTED DATA						X		d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE						X	
e. INTELLIGENCE INFORMATION:						X		e. PERFORM SERVICES ONLY						X	
(1) Sensitive Compartmented Information (SCI)						X		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES						X	
(2) Non-SCI						X		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER				X			
f. SPECIAL ACCESS INFORMATION						X		h. REQUIRE A COMSEC ACCOUNT						X	
g. NATO INFORMATION						X		i. HAVE TEMPEST REQUIREMENTS						X	
h. FOREIGN GOVERNMENT INFORMATION						X		j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS						X	
i. LIMITED DISSEMINATION INFORMATION						X		k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE						X	
j. FOR OFFICIAL USE ONLY INFORMATION				X				l. OTHER <i>(Specify)</i>						X	
k. OTHER <i>(Specify)</i>						X									

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

☐

Direct

☐

Through (Specify):

NONE AUTHORIZED.

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.
In the case of non-DOD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

CLASSIFIED AND UNCLASSIFIED TECHNICAL INFORMATION GENERATED UNDER THIS CONTRACT SHALL BE ASSIGNED A DISTRIBUTION STATEMENT BEFORE DISCLOSURE/DISTRIBUTION. CONSULT THE APPROPRIATE CLASSIFICATION GUIDE OR THE COR (CONTRACTING OFFICER'S REPRESENTATIVE) FOR INFORMATION ON APPLYING THE CORRECT DISTRIBUTION STATEMENT. THE FOLLOWING SECURITY CLASSIFICATION GUIDES APPLY TO THIS CONTRACT AND WILL BE FORWARDED UPON REQUEST: OPNAVINST S5513.5B, ENCL. (118.1) - SONAR RECEIVING SET, AN/WLR-9/12/17.

PERSONNEL ACCESSING CLASSIFIED INFORMATION IN THE PERFORMANCE OF THIS CONTRACT NEED ONLY POSSESS A SECURITY CLEARANCE AT THE LEVEL OF CLASSIFICATION NECESSARY TO ACCOMPLISH THE TASK. THE HIGHEST LEVEL OF CLASSIFICATION FOR THIS CONTRACT IS CONFIDENTIAL.

CLASSIFIED MATERIAL GENERATED UNDER THIS CONTRACT SHALL BE MARKED AS FOLLOWS IN ACCORDANCE WITH OPNAVNOTE 5510 DATED 16 OCT 1995:

DERIVED FROM: (CITE THE SECURITY CLASSIFICATION GUIDE OR SOURCE DOCUMENT)

DECLASSIFY ON: (STATE THE DATE OR EVENT (WHICH MUST BE LESS THAN 10 YEARS FROM THE ORIGINATION DATE OF THE DOCUMENT) FOR DECLASSIFICATION OR STATE THE 10-YEAR AUTOMATIC DECLASSIFICATION EXEMPTION CATEGORY (-IES)).

BLOCK 13 CONTINUED ON NEXT PAGE.

ESTIMATED COMPLETION DATE
6 MONTHS AFTER AWARD

COGNIZANT COR/PROGRAM MANAGER, NAME, CODE, TEL. NO.
CHRISTOPHER WYATT, CODE 2131, (401) 832-8456

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

☐

YES

☒

X

NO

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

☐

YES

☒

X

NO

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

LESLIE GATES

b. TITLE

Contracting Officer

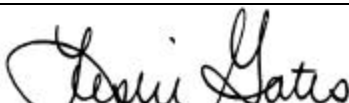
c. TELEPHONE (Include Area Code)

401-832-4296

d. ADDRESS (Include Zip Code)

Naval Undersea Warfare Center Division, Newport
Code 553, B-80
1176 Howell St., Newport, RI 02841

e. SIGNATURE



17. REQUIRED DISTRIBUTION

☒

a. CONTRACTOR

☐

b. SUBCONTRACTOR

☒

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

☐

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

☒

e. ADMINISTRATIVE CONTRACTING OFFICER

☒

f. OTHERS AS NECESSARY

BLOCK 13 (CONTINUED)

FOR OFFICIAL USE ONLY (FOUO) INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE PLACED IN AN OUT-OF-SIGHT LOCATION IF THE WORK AREA IS ACCESSIBLE TO PERSONS WHO DO NOT HAVE A NEED FOR THE INFORMATION DURING WORKING HOURS. DURING NONWORKING HOURS, THE INFORMATION SHALL BE STORED TO PRECLUDE UNAUTHORIZED ACCESS. FILING FOUO WITH UNCLASSIFIED RECORDS IN UNLOCKED FILES OR DESKS IS ADEQUATE WHEN INTERNAL BUILDING SECURITY IS PROVIDED DURING NONWORKING HOURS. WHEN SUCH INTERNAL SECURITY CONTROL IS NOT EXERCISED, LOCKED BUILDINGS OR ROOMS WILL PROVIDE ADEQUATE AFTER-HOURS PROTECTION OR THE MATERIAL CAN BE STORED IN LOCKED RECEPTACLES SUCH AS FILE CABINETS, DESKS, OR BOOKCASES. DESTRUCTION WILL BE BY THE SAME MEANS AS CLASSIFIED INFORMATION (I.E., SHREDDING, BURNING, ETC.).